

**IT IS HEREBY ADJUDGED
and DECREED this is SO
ORDERED.**

The party obtaining this order is responsible for
noticing it pursuant to Local Rule 9022-1.

Dated: March 11, 2010



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Randolph J. Haines

**RANDOLPH J. HAINES
U.S. Bankruptcy Judge**

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10-01734

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

IN RE:

Katie Elizabeth Russell
Debtor.

U.S. Bank National Association, as Trustee for
Credit Suisse First Boston, MBS ARMT 2005-8
Movant,

vs.

Katie Elizabeth Russell, Debtor, Lothar Goernitz,
Trustee.

Respondents.

No. 2:10-BK-00290-RJH

Chapter 7

ORDER

(Related to Docket #11)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefor,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated April 11, 2005 and recorded in the office of the
3 Maricopa County Recorder wherein U.S. Bank National Association, as Trustee for Credit Suisse First
4 Boston, MBS ARMT 2005-8 is the current beneficiary and Katie Elizabeth Russell has an interest in,
5 further described as:

6 Lot 158, of ANTHEM UNIT 55, according to the plat of record in the office of the County
7 Recorder of Maricopa County, Arizona, recorded in Book 665 of Maps, Page 30,

8 EXCEPTING therefrom all coal, oil, gas and other mineral deposits, as reserved in the Patent of
9 the land.

10 IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written
11 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
12 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
13 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
14 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

15 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
16 to which the Debtor may convert.

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